

TFC Contact No. 18-136-000
RFP No. 303-7-01584
Tarantino Properties, Inc.
Amendment No. 5

**AMENDMENT NO. 5
TO THE
CONTRACT FOR
PROPERTY MANAGEMENT SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
TARANTINO PROPERTIES, INC.**

THIS AMENDMENT NO. 5 is entered into by and between the Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 and Tarantino Properties, Inc. (hereinafter referred to as "Contractor"), located at 7887 San Felipe, Suite 237, Houston, Texas 77063, to amend the original Contract, as amended, between the parties (hereinafter referred to as the "Contract").

RECITALS

WHEREAS, on or about January 1, 2018, the parties entered into that one certain *Contract for Property Management Services Between the Texas Facilities Commission and Tarantino Properties, Inc* (hereinafter referred to as the "Contract"); and

WHEREAS, on June 25, 2018, the parties entered into Contract Amendment No. 1; and

WHEREAS, on July 12, 2018, the parties entered into Contract Amendment No. 2; and

WHEREAS, on October 2, 2018, the parties entered into Contract Amendment No. 3; and

WHEREAS, on March 27, 2019, the parties entered into Contract Amendment No. 4; and

WHEREAS, the parties have agreed that additional funding in the amount of Ninety-Eight Thousand Six Hundred Twelve and No/100 Dollars (\$98,612.00) for exterior waterproofing for the Health and Human Services Commission in the Elias Ramirez Building located at 5425 Polk Street, Houston, Texas is needed in order to fulfill tenant requested improvements at the tenant's expense, as more specifically set forth in "Exhibit A-5," Proposal, attached hereto and incorporated herein for all purposes and consisting of five (5) pages;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The parties agree to modify ARTICLE III – CONSIDERATION, SECTION 3.1 – CONTRACT LIMIT AND FEES AND EXPENSES, by deleting Section 3.1 in its entirety and replacing it with Section 3.1, reflecting additional funding for tenant requested improvements, as follows:

"3.1. **CONTRACT LIMIT AND FEES AND EXPENSES.** The total amount of this Contract shall not exceed the sum of Three Million Eight Hundred Twenty-Three Thousand Eight

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Hundred Eighty-Four and 41/100 Dollars (\$3,823,884.41). This amount includes the Fiscal Year 2018–2019 contract base fee of Three Million One Hundred Thirty-Five Thousand Five Hundred Seventy-Five and No/100 Dollars (\$3,135,575.00) and Four Hundred Eighty-Seven Thousand Two Hundred Eighty-Nine and 83/100 Dollars (\$487,289.83) to cover any Non-Budget Expense and/or Additional Services, as defined in Section 3.3 and Section 3.4 below, and Two Hundred One Thousand Nineteen and 58/100 Dollars (\$201,019.58) to cover any Reimbursable Services, as defined in Section 3.5 below. Pricing fees will be invoiced in accordance with Exhibit I – Compensation and Fees. This shall include the costs associated with providing all property management services set forth under this Contract, the Management Fee Profit including the Property Manager, required staff and/or any other administrative overhead costs. Any changes to the not-to-exceed amount or pricing fees set forth in Exhibit I – Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract.

2. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

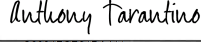
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 5 to this Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

TARANTINO PROPERTIES, INC.

By: DocuSigned by:

B7C9FC0A8020417...

By: DocuSigned by:

C6094FCE61DA411...

Mike Novak

Anthony Tarantino

Executive Director

President

Date of execution: 08/07/2019 | 10:16 AM CDT

Date of execution: 08/07/2019 | 9:51 AM CDT

GC 

Dir. 



Date 1/15/2019
 ERB - Houston - HHSC
 5425 Polk Street * Houston, Texas 78023
 PR Requests 20263 - East Elevaton - Water Proofing Project
 Texas Facilities Commission - Jon Saad

Bid Proposal # 4821
 Tarantino Properties, Inc.
 12770 Cimarron Path Suite 122
 San Antonio, Texas 78249
cjenkins@tarantino.com
[210-212-6222](tel:210-212-6222)

Total Project Bid Amount: \$98,612.00

Not to Exceed - Proposal

Item - Craft	Bid Notes/Info	Estimated Expense	Contractor
East Building Elevation Window Sealing	See attached bid for details.	\$63,375.00	Tarantino Properties, Inc. / Taylor Waterproofing
Elastomeric Coating	See attached bid for details.	\$26,069.00	Tarantino Properties, Inc. / Taylor Waterproofing
	Sub-Total	\$89,444.00	
Contingency/Unforeseen Factors	5%	\$4,472.20	
	Estimated Grand Total	\$93,916.20	
Project Management Fee	Calculated at 5% of project total	\$4,695.80	
	Estimated Total Expense	\$98,612.00	

Qualifications & Assumptions

1	Hazardous material testing and/or remediation is not included in estimate.
2	All work to be completed during regular business hours.

Note: Project budget is based on preliminary estimates per plan provided. Line items expense could



Taylor Waterproofing Plus, Inc.

January 15, 2019

REVISED V

Mr. Mickey Webb / Ms. Melissa Longoria
TARANTINO PROPERTIES, INC.
5425 Polk Ave.
Houston, Texas 77023
Ph: 713/928-8044
Mbl: 713/539-9865
Email: ramirezblgdg@sbcglobal.net

Subject: 5425 Polk Ave., Houston, TX / Exterior Waterproofing at East Elevation ONLY

Dear Mr. Webb / Ms. Longoria,

Taylor Waterproofing Plus, Inc. proposes to supply labor, material and equipment to complete the following scope of work:

SCOPE OF WORK

Recent water testing reveals water entry from multiple sources: panel to panel joints, window perimeters, window panes (metal to glass), cracks and horizontal joints at decorative features at column tops.

- Photo 1 - Glass to Metal
- Photo 2 - Horizontal and Vertical Panel Joints
- Photo 3-4 - Cracks
- Photo 5-6 - Separation at Decorative Column Tops

We propose the following at the East Elevation for the above repairs:

REMOVE AND REPLACE SEALANT

- Remove existing sealant from joint by hand held razor and scraping method (grinding included).
- Thoroughly clean all residue from cavity.
- Prime side of joint using masonry primer.
- Install an open cell backer rod under 20% compression to ensure an even depth and to avoid three-sided adhesion.
- Install a bead of Sonneborn NP2, a multi-part epoxidized sealant and tool to a smooth professional finish.

WETGLAZING

- Remove existing residue and sealant from metal surfaces using manual and mechanical means.
- Cut neoprene gasket assemblies flush with windowpane leaving part of the neoprene rubber gasket to act as a shim and wedge to ensure window tightness.
- Clean perimeter of glass and window frame using MEK and clean cloth to remove all dirt and remaining residue to ensure maximum adhesion.
- Install a bead of Dow Corning 795, a high modulus, one part silicone.

P.O. Box 16069 • Houston, TX 77222-6069
Telephone: (713) 691-1430
Fax: (713) 699-5766



Taylor Waterproofing Plus, Inc.

BASE BID PRICE for EAST ELEVATION:

Labor	\$26,000.00
Material	\$20,669.00
Equip/Other	<u>\$16,706.00</u>
	\$63,375.00

OPTION: EAST ELEVATION

Clean and apply (2) coats of elastomeric coating.

Equip/Scaffolding
Labor Rate: 2 laborers X
\$80 (PH) X 325 hours.

PRESSURE WASH

High-pressure clean all masonry surfaces using our commercial 3000 PSI at 6-10 GPM high-pressure water cleaning equipment. Special attention will be taken to ensure no more pressure than is necessary will be used to accomplish the desired results.

ELASTOMERIC COATING

After substrate has been cleaned using our commercial 3000 PSI at 6-10 GPM high-pressure water cleaning equipment, a two-coat system of an exterior acrylic rubber based ter-polymer coating (using Sonneborne Colorflex) will be applied mileage of 18-20 mils dry. As this coating is internally plasticized, it has the capacity to bridge hairline cracking and comes with an extended manufacturer's warranty of 5-years. It can also be tinted within the ranges of most standard color charts.

OPTION PRICE for EAST ELEVATION:

Labor	\$ 7,760.00
Equip/Scaffolding	\$ 9,403.00
Labor Rate: 2 laborers X \$80 *PH)	<u>\$ 8,906.00</u>
X 97 hours.	\$26,069.00

TOTAL PRICE for EAST ELEVATION:

Base Bid	\$63,375.00
Options	<u>\$26,069.00</u>
	\$89,444.00

Exclusions: Please refer to Taylor Waterproofing Standard Statement excluding Mold Abatement (see attached).
Please Note: All sealant work carries Taylor Waterproofing's Standard Written Warranty unless otherwise specified (available upon request).
 Standard Taylor Waterproofing's terms and conditions apply.
 Proposal is good for 60 days from date on proposal.
 Taylor Waterproofing will require 220 Volt, 30 amp electric connections for swing staging (supplied by Others)

If I can be of further assistance, please feel free to contact me.

Respectfully submitted,
William O Herring

William O Herring
 Vice President

BH/tb

Accepted by: _____

Date: _____

*Acceptance of proposal is by execution of
 Amendment No. 4 to TFC Contract 18-136-000.*

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Taylor Waterproofing Plus, Inc.

POLICY on MOLD & MILDEW

Taylor Waterproofing Plus, Inc. are Roofing/Waterproofing Contractors and Roofing/Waterproofing Service Providers. We take responsibility for furnishing the labor component in installing new roofing/waterproofing construction, and roofing/waterproofing maintenance services. We do NOT accept responsibility for environmental impact issues such as mold and mildew assessment or remediation. We are NOT an environmental services company and do not carry the necessary licensing, insurances, permitting, or specially trained technicians and hygienists to perform this type of work. Please consult with a specialist for assistance with any of these environmental issues.

Furthermore, Taylor Waterproofing Plus, Inc. does not assume responsibility for any pr-existing mold or mildew problems in buildings that we may be commissioned to work on, nor do we assume added responsibility for mold or mildew conditions that may develop in buildings or facilities that we may have performed roofing/waterproofing services work on for our customers.

No employee of our firm(s) is authorized to vary this disclaimer and any questions concerning this policy should be directed to:

Taylor Waterproofing Plus, Inc.
P.O. Box 16069
Houston, TX 77222-6069
713 691-1430

P.O. Box 16069 • Houston, TX 77222-6069
Telephone: (713) 691-1430
Fax: (713) 699-5766

FCSM Service Center - Request 20263Details

Page 1 of 1

Details for Request 20263**User:** Chandra York**EMail:** chandra.york@hhsc.state.tx.us**Agency Number:** 529 - HEALTH & HUMAN SERVICES COMMISSION**Phone:** 713-767-2416**Asset Tag:****Asset CURRENT Location:****Asset NEW Location:****Classification****Category:** Additions and Alterations (Minor Construction)**Status:** Approved**Priority:** Medium**Assigned To:** Veronica Moreno**Start Date:** 10/31/2017 3:12:00 PM**Close Date:** 11/2/2017 9:13:00 AM**Request Information****Subject:** Window Seal Repair**Description:**

Several request have been submitted via the work order system to repair leaking windows seals. Leaks have caused water to penetrate the office baseboard and carpet. Please provide a quote to repair the HHSC affected locations.

Notes:

11/2/2017 9:13:00 AM - Veronica Moreno - PRIVATE
HHSC created Work Order #612807 in conjunction to this request.

Outcome: Assigned to Special Projects Program**Solution:** Tarantino will contact a contractor to request bid for HHSC in order to begin process for window leak repairs.